

UNIVERSAL CREDIT TERMS AND CONDITIONS

1. APPLICABILITY AND SCOPE

These Terms govern all sales, rentals, services, construction activities, and extensions of credit.

2. ACCEPTANCE AND PRIORITY OF TERMS

Company rejects conflicting terms unless expressly agreed to in writing by an authorized officer.

3. CREDIT AND PAYMENT TERMS

Payment terms are Net Thirty (30) Days from invoice date for all customers found to be in good standing unless otherwise agreed to in writing by the Parties.

TIME IS OF THE ESSENCE with respect to all payment obligations.

All balances not paid in full within 30 days are immediately considered past due and delinquent.

Company reserves the right, without notice, to suspend deliveries, services, or rentals on any account with past due balances.

Past due balances shall accrue a finance charge of 1.0% per month (12% per annum) or the maximum allowed by law.

Company may require payment in advance, cash on delivery, or additional assurance of payment at any time.

Acceptance of partial payment does not waive Company's right to enforce full compliance with these Terms.

4. CREDIT CARD PAYMENTS

Company may, at its discretion, accept payment by credit card.

All credit card payments are subject to a surcharge of three percent (3%) of the total amount paid.

By electing to pay via credit card, Customer agrees to such surcharge, which is not classified as interest.

5. PRICING

Prices are subject to change without notice. Additional surcharges may apply including fuel, environmental, and operational costs.

6. TAXES

Customer is responsible for all applicable taxes unless valid exemption documentation is provided.

7. DELIVERY AND JOBSITE CONDITIONS

Customer must provide safe and accessible conditions for delivery and performance of work.

8. CONSTRUCTION SERVICES

Schedules are estimates only and subject to field conditions, weather, and materials availability.

9. EQUIPMENT RENTALS

Customer is responsible for proper use, insurance, and return of all rented equipment.

10. WARRANTIES

All goods and services are provided AS IS. Company disclaims all implied warranties.

11. CLAIMS AND LIABILITY

All claims must be submitted within 15 days. Liability is limited to invoiced amount.

12. INDEMNIFICATION

Customer agrees to indemnify Company from all claims related to use or jobsite conditions.

13. DEFAULT AND COLLECTION

Customer is responsible for all collection costs including attorneys' fees.

14. LIEN RIGHTS

Company retains all lien and bond rights under applicable law.

15. GOVERNING LAW

The law of the state where the project or delivery occurs shall apply.

16. ENTIRE AGREEMENT

These Terms constitute the entire agreement and may only be modified in writing.

The Gerken Companies
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